

August 22, 2014

Dublin North Metropolitan District No. 2
Attn: Zach Bishop
c/o D.A. Davidson & Co.
1600 Broadway, Suite 1100
Denver, CO 80202

Dear Mr. Bishop,

On behalf of NBH Capital Finance ("NBHCF"), I am pleased to present you with the following Summary of Indicative Terms and Conditions. This Summary has been provided for the sole use of the Borrower and Borrower's paid advisors. The information contained in this document is confidential and proprietary to NBH N.A. and its affiliates, and cannot be disclosed to any third party without prior written consent of the Bank.

The terms and general conditions of the proposed facility are detailed below. Please note that this proposal is for discussion purposes and has not been formally approved nor is it intended to imply that a formal commitment will be approved. We look forward to discussing this proposal after you have had adequate time to review.

Please do not hesitate to contact us with any questions or comments about our proposal. We look forward to speaking with you soon.

Sincerely,



Rob L. Stuart
Director, NBH Capital Finance
Government / Nonprofit Finance
(303) 784-5942
rob.stuart@nbhbank.com

Borrower: Dublin North Metropolitan District #2 (the "District" or the "Borrower").

Lender: National Bank Holdings, N.A. (the "Bank", or "NBH").

Credit Facility: Series 2014 tax exempt, bank-qualified, loan.

Facility Amount: In an amount up to \$2,000,000, consisting of two notes:

1. \$1,000,000 fixed rate, amortizing term loan, fully drawn at closing.
2. \$1,000,000 draw-down facility, undrawn at closing.

Purpose: Refunding existing debt, fund infrastructure improvements, establish debt service reserve, and pay for the cost of issuance.

Draw Provisions: The District will be eligible to draw funds on Note 2 once per calendar quarter for up to 4 years or until the balance reaches \$1,000,000. The Bank will advance funds to the District at a rate of 2.4% of the verified sales price to a 3rd party (non-developer, non-homebuilder) for each new home built and sold since the May 2014 parcel listing provided to the Bank.

Debt Service At closing, the District will deposit \$20,000 into a Debt Service Reserve Fund. The District will be required to deposit 2% of each advance outlined in the Draw Provisions above into the Reserve Fund.

Security: Senior pledge of: A) revenues from the District's limited debt service mill levy; B) specific ownership taxes associated with A; and, C) any other legally available funds.

Maturity: 10 years from closing

Amortization: 30 years, principal payments during the term of loan according to the following schedule:

Payment Date	Note 1	Note 2
12/1/2014	0	0
12/1/2015	25,000	0
12/1/2016	25,000	0
12/1/2017	26,000	15,000
12/1/2018	27,000	16,000
12/1/2019	29,000	17,000
12/1/2020	30,000	18,000
12/1/2021	31,000	19,000
12/1/2022	32,000	20,000
12/1/2023	34,000	21,000
Balances due at maturity		

In the event that the availability under Note #2 is cancelled by the District or revoked by the Bank as the result of an Event of Default, the Bank reserves the right to adjust principal payments to result in a debt service coverage of no less than 1.25x assuming an interest rate of 6% and full amortization of all debt by 12/1/2044.

Interest Rates:

Note 1: Borrower's Option of:

- A. Resetting rate of 2.71% for the first five years. At the five year anniversary of closing, the rate will reset to (65% of USSW5) + 1.55%.
- B. Fixed rate of 3.28% through maturity. The fixed rate is as of August 22, 2014 and is subject to change prior to closing. The rate may be locked up to 15 days prior to closing at no additional cost. The rate may be locked up to 30 days prior to closing for an additional 25 bps.

Note 2: (65% of 1 month LIBOR) + 1.53% per annum until fully drawn. The District may request a fixed rate after Note 2 is fully drawn which will be based on the 65% of the LIBOR swap curve for the remaining average life + 1.70%.

"LIBOR" means the rate of interest relating to quotations for the London InterBank Offered Rate for the related Interest Period specified by Borrower, as published on Bloomberg LP, or, if no longer provided by Bloomberg LP, such rate as shall be determined in good faith by Lender from such sources as Lender shall determine to be comparable to Bloomberg LP (or any successor) as determined by Lender at approximately 9:00 a.m. (Denver, Colorado time) on the date of request (or deemed request) by Borrower. Each determination by Lender of LIBOR shall be conclusive in the absence of manifest error.

Interest and fees shall be computed on the basis of a 360-day year and actual days elapsed. Interest shall be payable semi-annually in arrears on the first day of each June and December.

Default Rate:

Note 1: The fixed rate described above at the time of Default + 3.00%

Note 2: 1 month LIBOR + 4.00%

Non-Use Fee:

0.50% of the undrawn commitment on Note 2, payable semi-annually in arrears on the first day of each June and December.

Callability:

Callable at par at any time, but prepayments under Rate Option B on Note #1 may be subject to the attached prepayment indemnity.

Closing Fee:

None

Covenants:

1. The ratio of debt outstanding / (certified assessed value + 7.96% of the market value of homes used for draws in that calendar year) is not to exceed 42%. The ratio will be tested once per year after the receipt of final assessed value. If the ratio is in excess of 42%, no advances will be made until additional home sales added to the denominator decrease the ratio to below 42%.
2. No additional senior debt secured by pledged revenue without Bank consent.

- 3. The District may issue additional subordinate debt for qualifying infrastructure costs secured by pledged revenues.
- 4. Subordinate debt service payments may be made annually in December only after all senior debt service payments have been made.

Reporting:

- 1. Annual Audited financials for the District within the earlier of two weeks following completion or 210 days after fiscal year-end.
- 2. Annual Budget financials for the District within 30 days of prior fiscal year-end.
- 3. Annual certification of Assessed Value and Mill Levy within 30 days of calendar year end.
- 4. Other financial information upon request.

Subject To:

- 1. Necessary additional due diligence for formal approval.
- 2. Receipt of August 2014 preliminary AV certificate validating District's AV of no less \$2,500,000.

Fees, Expenses, & Indemnification:

Whether or not the Financing Agreement is executed and the Bank has provided a commitment to lend, Obligor will (a) pay all fees and expenses relating to preparation of the loan documents, and (b) to the extent permitted by law, indemnify the Bank and its respective directors, officers and employees against all claims asserted and losses, liabilities and expenses incurred in connection with the transaction.

AGREED AND ACCEPTED:

Authorized Signer

Date

Signature

All preliminary terms and conditions outlined herein are confidential and may not be shared with any financial institution without the prior consent of NBH Bank N.A. This information is intended for discussion purposes only, and is offered by NBH Bank N.A. as a preliminary indication of interest.

This indication of interest does not represent a commitment to lend monies, nor is it an indication that a formal lending commitment may be forthcoming. Any formal lending commitment that may be issued by NBH Bank N.A. will be subject to the satisfactory conclusion of the Bank's due diligence, completion of the Bank's credit underwriting process, and requisite approval by the Bank's credit authorities.

EXHIBIT A

Prepayment Rider- Sample FOR DISCUSSION PURPOSE ONLY

This Rider made as of _____, _____, is incorporated into and amends and supplements the attached Commercial Note of the same date in the amount of \$_____ (the "Note") of the undersigned (the "Borrower") payable to National Bank Holdings, N.A. ("NBH"). In addition to the covenants and agreements made in the Note, Borrower and NBH agree that the following terms and conditions shall apply.

Loan Prepayment Fee

Upon two Business Days' prior written notice to NBH, the Borrower may prepay amounts owing under the Note at any time and from time to time. Such prepayment notice shall specify the amount of the prepayment which is to be applied. In the event of prepayment, the Borrower may be required to pay NBH an additional fee, determined in the manner provided below, to compensate NBH for all losses, costs and expenses incurred in connection with such prepayment.

The fee shall be equal to (1) the present value of the difference between (a) the amount that would have been realized by NBH on the prepaid amount for the remaining term of the loan at the fixed rate on the Note and (b) the amount that would be realized by NBH by reinvesting such prepaid funds for the remaining term of the loan at the (i) then-current market swap rate plus (ii) a spread of _____ %, in effect at the time of prepayment as determined by NBH; both (a) and (b) discounted at the then-current market swap rate excluding the spread; plus (2) interest accrued from the beginning of the last payment date to the date of prepayment. Should the present value have no value or a negative value, the Borrower may repay with no additional fee.

Partial prepayments may be made subject to a prepayment penalty based upon the same calculation methodology described above. Any partial prepayment shall be applied to installments of principal in the inverse order of maturity in an amount no less than \$250,000 and shall not postpone the due dates of, or relieve the amounts of, any scheduled installment payments due hereunder. Any amounts repaid hereunder may not be re-borrowed. For purposes of this Rider, the term Business Day shall mean any day other than a Saturday or Sunday or other day on which NBH is authorized or required to close.